

KANSAS STATE UNIVERSITY HEAD FOOTBALL COACH EMPLOYMENT AGREEMENT

This Employment Agreement is by and among K-State Athletics, Incorporated, (“KSA”) and Chris Klieman (“Coach”).

Article I **PURPOSE**

1.01 The parties have entered into this Agreement because KSA desires to employ Coach for the period provided with Coach’s assurance that he will serve the entire term of this Agreement, a commitment by Coach being critical to Kansas State University’s (“the University”) desire to run a stable Athletic program and because Coach desires to be employed by KSA for the period provided with the assurance that they will employ him for the entire term of this Agreement, a commitment by them being critical to Coach’s decision to accept such employment. KSA agrees to employ Coach and Coach promises to be employed by KSA upon the following terms and conditions.

Article II **RESPONSIBILITIES OF THE HEAD COACH**

2.01 **Recognition of Duties:** Coach will serve as Head Coach of the University’s football team. Coach will report to the Athletic Director, who will determine Coach’s duties and responsibilities. Subject to the other provisions of this Agreement, Coach shall devote his full time, skill, and attention to the performance of the duties as Coach.

2.02 **General Duties and Responsibilities:** During the period in which KSA employs Coach, he agrees to perform all duties and responsibilities attendant to the position of Coach of the University’s football team as set forth in this Agreement. Coach is responsible for supervising, evaluating, recruiting, training and coaching student athletes to compete against major college competition; the supervision and evaluation of coaching staff; and budget preparation and administration, for approval by the Athletic Director or his designee, as it relates to the football program.

2.03 **Specific Duties and Responsibilities:** The duties and responsibilities assigned to Coach in connection with the University’s football program are set forth below. They are subject to change by the Athletic Director or his designee, but shall remain consistent with the expectations of a head football coach at an Autonomy Football Bowl Subdivision university. This list of specific duties and responsibilities supplements, and is not exclusive of, other general duties and responsibilities provided for elsewhere in this Agreement. The specific responsibilities of the position include, but are not limited to, the following:

(a) Coach will be responsible for customary coaching decisions including, without limitation, the systems and strategies used on the field (both in practice and actual game

play), conduct of practice and training, selection of team members, position assignment of players, and all other matters relating to the practice for and play of games;

(b) Coach agrees to comply with the academic standards and requirements of the University with respect to the recruiting and eligibility of prospective and current student athletes for the football program. Coach will comply with the academic policies established by the University and the NCAA, including monitoring and encouraging the regular progress toward an academic degree of those student-athletes who are on the football team. Coach will make reasonable and good faith efforts, in cooperation with the University's faculty and administration, to meet all student-athletes' academic requirements and to integrate sports into the whole spectrum of academic life for all student-athletes. Coach will use reasonable efforts to arrange travel and scheduling by student-athletes in such a manner as to minimize lost classroom time. Coach will use his best efforts to recruit the highest-ability student-athletes for the football team;

(c) Coach will maintain and enforce conduct (both on and off the field) and disciplinary rules and sanctions fairly and uniformly for all student-athletes in the football program so as to ensure academic and moral integrity while encouraging excellence, consistent with KSA policy;

(d) Coach has authority and responsibility to make recommendations as to the hiring, continued employment, job titles, compensation, and dismissal of assistant coaches for the football program. All such recommendations will be subject to the approval of the KSA Board of Directors or its Compensation Committee, as appropriate, and all hiring decisions are subject to standard KSA pre-employment inquiries, including NCAA and criminal background checks. Coach will supervise these employees, including the supervision of their compliance with KSA and University policies, and with Big 12 Conference and NCAA rules and regulations. Coach shall make no financial or employment commitments unless specifically authorized by KSA's Board of Directors or its Compensation Committee;

(e) Coach will attend and participate in a reasonable number of alumni, charitable, and promotional events, and public appearances;

(f) Coach will perform services on television, radio, and other media as such services relate to the position as Head Coach of the football team, as further set forth herein. Further, the parties hereto acknowledge and agree that KSA possesses the sole and exclusive ownership rights to the University's football program of any nature, including, but not limited to, the following: radio, television, internet and any other medium whatsoever whether now existing or developed in the future. As such, KSA and the University, and their agents, representatives, licensees, or assigns, shall have sole and exclusive rights to produce, market, and receive compensation for all radio, television, and internet shows relating to the University's football program, and Coach agrees to perform and carry out all duties and responsibilities deemed necessary by the Athletic Director or his designee for participation in such forms of media, marketing, or sponsorship activities.

Coach will have substantial input in determining the time and location of weekly coach's show(s), in cooperation with KSA and its rights holders. Any conflicts will be resolved by the Athletic Director.

2.04 NCAA, Big 12, or University Rules and Regulations: Coach agrees to abide by and comply with the constitution, bylaws, and interpretations of the National Collegiate Athletic Association ("NCAA") and all Big 12 Conference, University, and KSA rules and regulations. Coach will also ensure compliance with these rules and regulations by assistant coaches, and will make all reasonable efforts to ensure compliance by student-athletes, other program employees, and representatives of the University's athletic interests, including promoting an atmosphere of NCAA rules compliance within the program. In the event that the Coach becomes aware, or has reasonable cause to believe, that violations of such constitution, bylaws, interpretations, rules, or regulations may have taken place, he shall report it immediately to the Athletic Director.

2.05 NCAA, Big 12, University or KSA Violations:

(a) If Coach is found to be in violation of NCAA rules and regulations, whether while employed by KSA or during prior employment at another NCAA member institution, Coach shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, and Coach may be suspended for a period of time without pay, or the employment of Coach may be terminated as provided in Sections 4.02 and 4.03 of this Agreement.

(b) If there is a final NCAA decision (following all possible appeals) that a major violation occurred in the football program that requires wins or records to be vacated and/or return of monies received by KSA or the University and/or other penalties, any and all bonuses paid under Section 3.06 for the relevant seasons shall be forfeited by Coach, and if already paid, repaid in their entirety to KSA within sixty (60) days.

(c) If Coach is fined by the Big 12 Conference or NCAA for violation of the sportsmanship policy, such penalty shall be the sole responsibility of Coach.

(d) With respect to NCAA rule enforcement proceedings performed by the NCAA, KSA, or their agents, Coach agrees to report NCAA violations in a timely manner; to share all knowledge and documents in a timely manner; to provide access to all electronic devices, social media and other technology; and to confidentiality.

2.06 Annual Evaluation: The Athletic Director shall evaluate Coach annually prior to February 15th of each Contract Year, as defined herein, and will discuss the evaluation with Coach. Coach is primarily responsible for evaluation of all assistant coaches and football program staff, with such evaluations subject to review and approval by the Athletic Director or his designee.

Article III
TERM OF EMPLOYMENT, COMPENSATION, AND BENEFITS

3.01 Term of Agreement and Employment:

(a) Subject to the provisions below for termination, the term of employment under this Agreement shall be for six (6) years beginning on January 1, 2019, and ending December 31, 2024, subject, however, to termination in accordance with the provisions set forth in this Agreement. KSA also agrees to employ Coach in the same position from December 18, 2018 to December 31, 2018 (known as “the 2018 Period”).

(b) As used in this Agreement, the term “Contract Year” is defined to mean the twelve month period commencing each January 1st and ending the following December 31st. Each such Contract Year is designated by the calendar years in which it begins and ends (so that the Contract Year from January 1, 2019, through December 31, 2019, is referred to as the “2019 Contract Year”).

(c) At any time during the term of this Agreement, Coach may be placed on administrative leave with pay at the discretion of KSA. If Coach is placed on administrative leave with pay at any time during his employment, he agrees that he will not accrue any additional vacation leave during the administrative leave period.

(d) If KSA wishes to purchase life insurance and/or disability insurance policies designating KSA as a beneficiary in the event of Coach’s death or disability, Coach agrees to comply, truthfully and within a reasonable timeframe, with any request from any insurer related to obtaining those policies. This may include, but is not limited to, physical examinations, provision of specimens, and completion of medical history questionnaires.

3.02 Compensation:

(a) As compensation for the services performed under this Agreement, Coach shall be paid Eighty-Eight Thousand Four Hundred Dollars (\$88,400.00) total for the 2018 Period; Two Million Three Hundred Thousand Dollars (\$2,300,000.00) for the 2019 Contract Year; Two Million Five Hundred Thousand Dollars (\$2,500,000.00) for the 2020 Contract Year; Two Million Seven Hundred Thousand Dollars (\$2,700,000.00) for the 2021 Contract Year; Two Million Nine Hundred Thousand Dollars (\$2,900,000.00) for the 2022 Contract Year; Three Million One Hundred Thousand Dollars (\$3,100,000.00) for the 2023 Contract Year; and Three Million Three Hundred Thousand Dollars (\$3,300,000) for the 2024 Contract Year (“Base Salary”).

(b) All compensation described in this Agreement, including bonuses or other payments, will be paid in accordance with KSA’s normal payroll procedures, unless otherwise specified herein.

(c) Upon the end of Coach's employment under this Agreement, Coach agrees that KSA may offset any financial obligations he may have to KSA or the University from other payments he may be owed by KSA.

3.03 Exclusivity of Services

(a) Coach agrees that during the term of this Agreement, he will not engage in any outside activities, including but not limited to, television, radio, clothing or shoe sponsorships, or internet, unless such activities are expressly approved in writing and in advance by the Athletic Director, and as otherwise required by NCAA bylaws, rules and regulations. Such approval will not be unreasonably withheld. Coach shall not endorse or allow his name, likeness, or image to promote any business enterprise that may conflict with the business of a University-affiliate or that of a sponsor of KSA's third-tier broadcasting rights holder (e.g., K-State Sports Properties, LLC).

(b) Coach agrees that during the term of this agreement he will notify the Athletic Director or his designee of, and obtain permission, prior to any discussions by Coach, his agents or representatives, pertaining to coaching opportunities at any NCAA member institution or professional team, or any other coaching or non-coaching positions that may result in termination of his employment. If formally announced as the coach or employee of a different employer, or if Coach reaches agreement to work for a different employer, then Coach agrees that his employment shall terminate immediately pursuant to Section 4.04(a) of this Agreement.

(c) Coach agrees that KSA, the University, and their authorized affiliates shall have the right to use the name, likeness, and image of Coach in promoting and developing the University's football program, the Athletic program, and in the best interest of the University, including, but not limited to the following: a license of all likenesses, video, audio, images, pictures, quotes, phrases, interviews, and records of or relating to Coach written, produced, obtained, made, given, taken, or created at any time while Coach is serving as head football coach for the University ("the License"). Coach further agrees, on behalf of himself and his heirs, that the License shall continue in perpetuity, and that it shall be royalty-free and worldwide.

(d) Coach further acknowledges that KSA possesses the sole and exclusive ownership rights to all media rights in Kansas State University football, including but not limited to radio, television, internet, or any other medium whatsoever, whether now existing or developed in the future. As such, KSA shall have the sole and exclusive rights to produce and market all radio, television, and internet shows regarding the Kansas State University football program. KSA shall be entitled to retain all revenue generated by the programs, including but not limited to, that received from program sponsors for commercial endorsements. Coach agrees that KSA and its broadcasting rights holders may use his name, picture, likeness, and voice in connection with programs and endorsements, and Coach agrees to cooperate with such use.

3.04 Fringe Benefits: Coach shall be entitled to the following fringe benefits:

- (a) Participation in KSA group insurance and retirement programs and shall be eligible to participate in the voluntary payroll deduction programs as appropriate to Coach's salary as set forth in paragraph 3.02(a);
- (b) A vehicle stipend of \$15,000 per year to be used in accordance with KSA policy; and a stipend of \$4,000 per year to provide insurance coverage to said vehicles;
- (c) The use of a Westside Suite at Bill Snyder Family Stadium (which includes 12 football game tickets and suite passes), including paid catering for said suite, as well as eight (8) season football tickets in the general stadium. All tickets are to promote the University and the football program and/or Athletics Department. To the extent that a taxing authority claims that such benefits are for Coach's personal use, Coach agrees to defend, indemnify, and hold harmless KSA and the University for any tax-related liabilities they may incur related to such claims or benefits;
- (d) Full membership in the Manhattan Country Club as available, including golfing privileges and use of a golf cart;
- (e) Coach shall also be entitled to six (6) men's basketball tickets in reserved chairback seats and six (6) women's basketball tickets in reserved chairback seats for all home games.
- (f) At times Coach's spouse may travel with Coach for business or team travel purposes. As long as Coach has prior written approval from the Athletic Director or his designee for such travel, KSA will provide such travel expenses for Coach's spouse. Coach's children may also travel with the football team on team plane and bus charters at KSA expense.

3.05 The fringe benefits in 3.04(a) are subject to change if and when KSA's benefit program changes.

3.06 Bonuses.

- (a) As a bonus, to supplement Coach's compensation, as set out herein, KSA agrees to pay the following sums upon attainment of each specified goal. Coach must complete the football season as Head Football Coach to receive any performance bonuses for that season.
 - i. Coach shall receive one of the following: (1) \$50,000 if Kansas State University finishes in third place (either solely or tied) in the Big 12 Conference in football; (2) \$75,000 if Kansas State University finishes in second place (either solely or tied) in the Big 12 Conference in football; or (3) \$100,000 if Kansas State University wins the Big 12 Conference football championship.

- ii. Coach shall receive one of the following: (1) \$50,000 if Kansas State University wins six regular season games and is also selected for any post-season bowl game; (2) \$100,000 if Kansas State University is selected for and plays in a CFP bowl (e.g., the Sugar Bowl); (3) \$175,000 if Kansas State University plays in a CFP National Semifinal game; (4) \$250,000 if Kansas State University plays in the CFP National Championship game; or (5) \$350,000 if Kansas State University wins the CFP National Championship game.
- iii. Coach shall receive one of the following: (1) \$25,000 if he is selected as the Big 12 Coach of the Year; or (2) \$50,000 if he is selected for one or more of the Walter Camp, Eddie Robinson, or Bear Bryant National Coach of the Year awards.
- iv. Coach shall receive one of the following (1) \$25,000 if Kansas State University finishes in the Top 25 in one or more of the AP or CFP final football rankings; or (2) \$50,000 if Kansas State University finishes in the Top 10 in one or more of the AP or CFP final football rankings.

(b) The payments in Section 3.06(a) shall be made within thirty (30) days after the conclusion of the last football game of the season, or within thirty (30) days of the award being officially announced, at the discretion of KSA.

(c) KSA acknowledges that a necessary element of inducing Coach to accept employment with KSA is KSA's commitment to pay up to \$150,000 of the expense that Coach would incur as a result of terminating his contract with North Dakota State University and commencing employment with KSA. KSA has authorized the reimbursement of Coach for this expense under its accountable plan (as described in section 1.62-2 of the Treasury regulations) and will pay said sum directly to North Dakota State University. KSA will report these funds to the IRS as a reimbursement to Coach.

KSA has authorized this amount to be paid as a reimbursable employee business expense of Coach and does not consider it compensation. KSA acknowledges that payment of this expense was necessary to obtain the services of Coach, and therefore substantially benefits KSA. Further, KSA has determined that the requirements of its accountable plan have or will be satisfied with respect to this expense. Coach acknowledges that he has not and will not be reimbursed for this expense from any other source. Additionally, Coach acknowledges that he will not take an income tax deduction for this expense on his personal income tax return.

Coach agrees to save, hold harmless and indemnify KSA, the University, their affiliates, and all officers, directors, trustees, employees, or agents of the foregoing from and against any and all taxes, penalties, interest, or other costs, including, but not limited to, costs of legal counsel and accounting professionals, assessed against or incurred by any

of the indemnified parties in connection with any audit, litigation, or other controversy involving in any way the payment referenced above.

3.07 Deductions and Withholding.

All payments and benefits from KSA are subject to normal deductions and withholding for state, local, and federal taxes.

Article IV
TERMINATION

4.01 KSA has the right to terminate Coach's employment under this Agreement at any time without cause.

(a) If KSA terminates Coach's employment without cause, KSA will pay Coach one of the following amounts: (1) the sum of Six Million Dollars (\$6,000,000.00) if Coach is terminated prior to January 1, 2021; (2) the sum of Four Million Dollars (\$4,000,000.00) if Coach is terminated prior to January 1, 2022; (3) the sum of Three Million Dollars (\$3,000,000.00) if Coach is terminated prior to January 1, 2023; or (4) the sum of Two Million Dollars (\$2,000,000.00) or the sum of the total remaining Base Salary payable to Coach at the date of termination, whichever is less, if Coach is terminated prior to December 31, 2024. The sum due above shall be paid in forty-eight (48) equal monthly installments beginning 30 days from the effective date of termination. Said sum shall be subject to Coach's duty to use reasonable and diligent efforts to find appropriate employment as a NCAA or professional football assistant or head coach. In the event that Coach obtains employment as a NCAA or professional football assistant or head coach within forty-eight (48) months of the effective date of Coach's termination, it is agreed by the parties that KSA's obligation to pay Coach the amount above-specified shall be reduced dollar-for-dollar, by compensation actually earned by Coach as an NCAA or professional football assistant or head coach. Coach further agrees that he will accept commercially reasonable and competitive compensation for any position taken. Coach agrees to repay any amounts paid by KSA pursuant to this section that he has already received that are reduced by the forty-eight (48) month dollar-by-dollar comparison referenced above. Failure of Coach to comply with this paragraph shall make KSA's payment obligation herein voidable at KSA's option.

(b) Other than the obligation in this section, and to the extent allowable by law, payment by KSA of any amount under this section will constitute a full release of any claim that Coach might otherwise assert against KSA, the University, or any of its representatives, agents, or employees, and Coach covenants not to sue those parties.

(c) Except for the obligation to pay to Coach an amount set forth in Section 4.01(a), all obligations of KSA (to the extent not already accrued or vested) to Coach shall cease as of the effective date of such termination. In no case shall KSA be liable for the loss of any additional compensation, collateral business opportunities, or any other benefits, perquisites, or income resulting from activities such as, but not limited to, camps, clinics, media appearances, television or radio shows, apparel or shoe contracts, consulting

relationships or from any other sources that may ensue as a result of termination without cause of Coach's employment under this Agreement.

All obligations of Coach under this Agreement or otherwise associated with his employment by KSA shall cease as of the effective date of such termination.

4.02 KSA has the right to terminate the employment of Coach for cause. In the event Coach's employment is terminated by KSA at any time for cause, Coach is not entitled to the payment of any salary, benefits, or damages beyond the effective date of said termination for cause. Termination for cause means termination for Coach's misconduct. Examples of misconduct include, but are not limited to, the following:

- (i) Failure of Coach in any material respect to perform the services required of him under this Agreement, including but not limited to Coach's unwillingness or inability to adequately perform Coach's job duties;
- (ii) Insubordination;
- (iii) Coach's conviction for a criminal offense involving fraud, or any conviction for a felony;
- (iv) A serious violation of a Big 12 or NCAA rule or bylaw by or involving Coach as reasonably determined by the University, and for which the University has submitted notice to the Big 12 or NCAA;
- (v) A serious violation of a rule of a Big 12 or NCAA rule or bylaw by an assistant football coach or other football staff member which, in the reasonable judgment of the University, Coach knew or should have known about with reasonable diligence and oversight, and for which the University has submitted notice to the Big 12 or NCAA;
- (vi) Multiple Level III or IV violations of NCAA rules and/or bylaws that, taken together, constitute a Level I or II violation as contemplated under NCAA Bylaw, Article 19, as reasonably determined by the University, and for which the University reasonably determines Coach knew or should have known with reasonable diligence and oversight;
- (vii) Failure to report any and all Level I, II, III, or IV violations of NCAA rules or bylaws related to the football program, and the University reasonably determines that Coach knew or should have known about such failure with reasonable diligence and oversight;
- (viii) Material fraud or dishonesty of Coach in preparing, falsifying, submitting, or altering documents or records of KSA, the University, NCAA or the Big 12, or documents or records required to be prepared or maintained by law, Big 12 or NCAA rules or bylaws, or KSA or University policy, or other documents or records pertaining to any recruit or student-athlete assisting another in such fraudulent or dishonest acts by any other person;

- (ix) Failure by Coach to reasonably respond accurately and fully, within a reasonable time, to any request or inquiry relating to the performance of Coach's duties hereunder or at any other institution of higher learning, propounded by KSA, the University, the NCAA, the Big 12, or any other governing body having oversight of the athletic programs of the University or such other institution of higher learning, or required by law, as reasonably determined by the Athletic Director;
- (x) Coach's instruction to any coach, student or other person to respond inaccurately or incompletely to any request or inquiry, including any instruction to destroy or conceal any evidence or information, concerning a matter relevant to the University's students or athletic programs or other institution of higher learning, propounded by KSA, the University, the NCAA, the Big 12, or any other governing body having oversight of the athletic programs of the University or such other institution of higher learning, or required by law, as reasonably determined by the Athletic Director;
- (xi) Coach's soliciting, placing or accepting a bet on any intercollegiate or professional athletic contest; Coach's expressly permitting, condoning or encouraging any illegal gambling, bookmaking or illegal betting involving any intercollegiate or professional athletic contest; or Coach's furnishing information or data relating in any manner to football or any other sport to any individual known by Coach or whom Coach should reasonably know to be involved in gambling, betting or bookmaking;
- (xii) Sale, use or possession by Coach of any narcotics, drugs, controlled substances, steroids or other chemicals (excluding any such substances that are prescribed by Coach's physician, and taken consistent with the instructions provided by said physician), in violation of law, Big 12 or NCAA rules or bylaws, or KSA or University policy, or Coach's encouraging or condoning such sale, use, or possession by a student-athlete, assistant coach, or other athletic staff member;
- (xiii) Use or consumption by Coach of alcoholic beverages, drugs, controlled substances, or other chemicals (excluding any such substances that are prescribed by Coach's physician, and taken consistent with the instructions provided by said physician), so as to materially impair Coach's ability to perform Coach's duties hereunder;
- (xiv) Failure by Coach to cooperate in the enforcement of any drug testing program established by KSA for student-athletes;
- (xv) Failure by Coach to obtain prior approval for outside activities, or to report accurately all sources and amounts of income and benefits, as required by this Agreement, NCAA rules or bylaws, or KSA or University policy, as reasonably determined by the University;

- (xvi) Coach's commission of or participation in any act, situation or occurrence, which, in the University's judgment, brings Coach or the University into public disrepute, embarrassment, contempt, scandal, or ridicule, or failure by Coach to conform his personal conduct to conventional and contemporary standards of good citizenship, in a manner that offends prevailing social mores and values or reflects unfavorably on the University's reputation and overall mission and objectives, including violation of any policy of KSA or the University applicable to Coach or any law involving moral turpitude.
- (xvii) Participation in an act of dishonesty, which act is materially inimical to the best interests of the University;
- (xviii) Misconduct, unethical conduct, or any other inappropriate or impermissible conduct described in the provisions set forth in Section 4 of the K-State Athletics, Inc. Employee Manual. The parties agree that the provisions set forth in Section 4, in its entirety, of said Employee Manual are incorporated into this Agreement as cause for discharge under the terms of this Agreement;
- (xix) Violation of the Policy Prohibiting Discrimination, Harassment, Sexual Violence, Domestic and Dating Violence, and Stalking (PPM 3010), or the Threat Management Policy (PPM 3015);
- (xx) Material breach of this Agreement.

KSA shall have no obligation to use progressive discipline regarding Coach's misconduct. Any KSA decision to utilize progressive discipline shall not create any future obligation for KSA to use progressive discipline.

4.03 If KSA terminates Coach's employment for cause as specified in Section 4.02, it shall be without liability to Coach, or any other penalty. Specifically:

(a) All obligations of KSA to make further payments and/or to provide any other consideration, under this Agreement or otherwise, except to the extent already earned or vested, shall cease immediately. In no case shall KSA or the University be liable to Coach for the loss of any Base Salary, additional compensation, collateral business opportunities, or any other benefits, perquisites or income resulting from activities such as, but not limited to, camps, clinics, media appearances, television or radio shows, apparel or shoe contracts, consulting relationships or from any other source, as a result of KSA's termination for cause of Coach's employment under this Agreement.

(b) All work obligations of Coach under this Agreement or otherwise associated with his employment by KSA shall cease as of the effective date of such termination.

4.04 Termination by Coach:

(a) Coach recognizes that his promise to work for KSA for the entire term of this five-year Agreement is the essence of this Agreement. Coach also recognizes that KSA is making a highly valuable investment in his continued employment by entering into this Agreement and that their investment would be lost if Coach resigns or otherwise terminates his employment prior to the expiration of this Agreement. The parties agree that Coach may nevertheless terminate his employment under this Agreement prior to its normal expiration on December 31, 2024, by giving the Athletic Director advance confidential written notice of the resignation of his employment and by paying to KSA one of the following amounts: (1) the sum of Three Million Dollars (\$3,000,000.00) if Coach terminates this Agreement prior to January 1, 2021; (2) the sum of Two Million Dollars (\$2,000,000.00) if Coach terminates this Agreement prior to January 1, 2022; (3) the sum of One Million Five Hundred Thousand Dollars (\$1,500,000.00) if Coach terminates this Agreement prior to January 1, 2023; or (4) the sum of One Million Dollars (\$1,000,000.00) if Coach terminates this Agreement prior to December 31, 2023. The sum due above shall be paid in twelve (12) equal monthly installments beginning 30 days from written notice of resignation. The parties agree that these amounts are not a penalty, but represent a reasonable estimation of the damages that would be incurred by KSA if Coach terminates prior to the expiration of this Agreement. The parties further agree that the amount, nature, and extent of such damages are difficult to determine and may include, but not be limited to, additional expenses to search for and employ another Head Football Coach, salary or other compensation to hire such coach, and tangible and intangible detriment to the football program of the University and the support of its fans and donors. Upon final payment, KSA will release any legal claim it may have against Coach or his subsequent employer regarding this Agreement.

(b) If Coach terminates his employment under this Agreement prior to its expiration in accordance with this provision, his compensation and benefits, to the extent not already accrued or vested, shall cease immediately, unless Coach continues to render coaching services described in this Agreement at the sole option of the Athletic Director.

(c) This Agreement will terminate automatically upon the death of Coach, or if Coach is unable to perform any of the duties enumerated in Article II of this Agreement, with or without a reasonable accommodation.

(d) Should Coach terminate this Agreement because of legitimate conditions beyond his reasonable control, such as disability, accident, or illness, there shall be no compensation owed by Coach to KSA under the provisions of this Section 4.04.

Article V
OUTSIDE ACTIVITIES AND INCOME

5.01 Coach may engage in activities outside of his duties for KSA and be compensated for those activities, but only so long as those activities do not interfere with

performance by Coach of his duties as an employee of KSA, or his duties under this Agreement or any University or KSA policy. In accordance with NCAA regulations and as set forth in the provisions for Coach's annual appointment, Coach is required to receive, annually, prior written approval from the President of the University for all athletically-related income and benefits from sources outside the institution, which approval will first be sought from the Athletic Director or his designee. Coach's request for approval will be in writing and will include the amount and source of the income. To the extent Coach seeks University consent to engage in any such activity (whether by reason of NCAA rules or otherwise), such consent will not be withheld unreasonably.

5.02 Coach may own and operate a summer football camp at University facilities. The camp must be operated in accordance with the rules, guidelines, policies, and procedures of KSA, the University, the Big 12 and NCAA, and with appropriate financial controls. Within 60 days of the closing of the camp, Coach will provide to KSA a full financial accounting of the camp, including a statement of income and expenses, and an accounting of the distribution to University or KSA employees and third parties. Coach agrees that he has the right to operate this camp only as long as he is the Head Coach of the football program and that KSA will assume the right to operate the camp upon the termination of Coach's employment as Head Coach.

5.03 Coach shall be entitled to utilize University facilities in his operation of his camp(s), as provided herein. The manner means, and details of the camp must be submitted to and approved by KSA prior to the camp being advertised. Coach shall be responsible for any and all facility or other fees and/or expenses (including but not limited to such items as clerical assistance, copy expenses, office supplies, administrative costs, residence halls, swimming pools, practice site etc.) and equipment usage assessed by KSA or the University for said camps. Coach agrees to provide adequate liability insurance for his camp, with a minimum single occurrence limit of at least \$1 million, and with "K-State Athletics, Inc." and "Kansas State University" listed as additional insureds. KSA and the University agree to charge a commercially reasonable rate, as determined by the Athletic Director or his designee, which is consistent with fees charged for other athletic summer camps, for the expenses referred to above. At the discretion of the Athletic Director or his designee, KSA may agree to place advertising and links to camp websites on KSA's official athletic website(s). Coach shall set reasonable and affordable fees for his camp(s).

5.04 Coach shall be able to pursue sponsorships for camps, provided that these sponsorships do not conflict with the interests of KSA's sponsors or the sponsors of KSA's rights holders. Coach shall provide a list of potential sponsors to the Athletic Director for the Athletic Director's written approval prior to Coach (or anyone associated with Coach's camp) contacting potential sponsors.

Article VI
SCHEDULING GAMES

6.01 The Coach will work with the Athletic Director and/or his designee in scheduling football games with final scheduling authority to be the responsibility of the Athletic Director.

Article VII
FOOTBALL PROGRAM RECORDS AND MATERIALS
AND UNIVERSITY TRADEMARKS

7.01 All materials or articles of information, including, without limitation, personnel records, recruiting records, team information, films, statistics or any other material or data furnished to Coach by KSA or the University, or developed by Coach on behalf of KSA or at KSA's direction or for KSA's use or otherwise in connection with Coach's employment hereunder, shall remain the sole property of KSA. Notwithstanding the foregoing, Coach shall retain a perpetual, non-exclusive, non-transferable, royalty-free right to use any and all materials developed by Coach.

7.02 Nothing in this Agreement shall constitute permission or license for Coach to use or to authorize third parties to use the University's trademarks in connection with any outside employment. A license to use the University's trademarks must be obtained from and approved by the appropriate University trademark and licensing officials, or any agent of the University authorized to contract on its behalf. Further, nothing in this Agreement shall constitute permission or license for Coach to modify or change any existing trademarks or to create new trademarks for the University or its football program without the express written consent of the University President and Athletic Director, or their designees. Such consent shall not be unreasonably withheld.

Article VIII
MISCELLANEOUS

8.01 This Agreement will be governed by and construed in accordance with the laws of the State of Kansas, and any lawsuit brought regarding the terms of this Agreement may only be brought in the District Court of Riley County, Kansas.

8.02 Whenever possible, each provision of this Agreement will be interpreted in such manner as to be enforceable, valid and legal under applicable law. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, invalid or illegal in any respect under applicable law, such unenforceability, invalidity or illegality will not affect any other provision of this Agreement and this Agreement will be construed as if such unenforceable, invalid or illegal provision had never been contained in this Agreement.

8.03 This Agreement shall not be assigned by either party, but shall be binding as to any successor of KSA.

8.04 This Agreement is for the sole benefit of the parties hereto and for the benefit of the University, and may not be enforced by any other party.

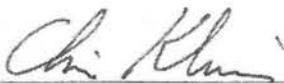
8.05 The section and paragraph headings contained in this agreement are for reference purposes only and will not affect in any way the meaning or interpretations of this Agreement. The recitals at the beginning of this Agreement are, and shall be construed as, substantive provisions of this Agreement.

8.06 With the exception of the provisions of each annual term appointment entered into by and between Coach and KSA, which are hereby incorporated by reference, this Agreement constitutes the entire agreement between the parties hereto, and may be modified only in a writing signed by the Athletic Director (after approval by the KSA Board of Directors) and Coach.

8.07 Coach acknowledges that he has read and understands the foregoing provisions of this Agreement, that such provisions are reasonable and enforceable, and that he agrees to abide by this Agreement and the terms and conditions set forth herein.

8.08 Coach understands and agrees that he has been given an opportunity to consult with an attorney regarding this Agreement. Coach also agrees that, to the extent this Agreement requires interpretation, such interpretation shall not be made against KSA as the drafter.

For **COACH**



Chris Klieman, Head Coach

Date: 12-10-18

For **K-STATE ATHLETICS, INCORPORATED**



By: Gene Taylor, Chairman and CEO, by
Authorization of the Board of Directors

Date: 12-11-18